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PACIFIC GAS AND ELECTRIC COMPANY
12

13 UNITED STATES DISTRICT COURT
14 NORTHERN DISTRICT OF CALIFORNIA
15

16 NORTHERN CALIFORNIA
RIVERWATCH, a non-profit corporation,

17 Plaintiff,

18 v.
19

20 PACIFIC GAS AND ELECTRIC
COMPANY; UPWAY PROPERTIES,
LLC; THE 137 SANTA ROSA GROUP
21 PARTNERSHIP; AND DOES 1-10,
INCLUSIVE,

22 Defendant.
23

CASE NO. 08-CV-0779-EMC

**ANSWER OF DEFENDANT PACIFIC GAS
AND ELECTRIC COMPANY TO
COMPLAINT FOR INJUNCTIVE RELIEF,
CIVIL PENALTIES, RESTITUTION AND
REMEDICATION; AND DEMAND FOR
JURY TRIAL**

24 PACIFIC GAS AND ELECTRIC COMPANY ("PG&E"), answers the complaint of
25 NORTHERN CALIFORNIA RIVER WATCH ("Plaintiff"), as follows:

26 NATURE OF THE CASE

27 1. Answering paragraph 1 of the complaint, this paragraph contains only legal
28 conclusions which do not require an admission or denial. To the extent paragraph 1 contains

1 factual allegations specific to PG&E, PG&E denies said allegations, and further denies that
2 Plaintiff is entitled to the relief sought.

3 2. Answering paragraph 2 of the complaint, this paragraph contains only legal
4 conclusions which do not require an admission or denial. To the extent paragraph 2 contains
5 factual allegations specific to PG&E, PG&E denies said allegations, and further denies that
6 Plaintiff is entitled to the relief sought.

7 3. Answering paragraph 3 of the complaint, PG&E denies the allegations contained
8 therein.

9 4. Answering paragraph 4 of the complaint, PG&E denies the allegations contained
10 therein.

11 5. Answering paragraph 5 of the complaint, PG&E denies the allegations contained
12 therein.

13 6. Answering paragraph 6 of the complaint, this paragraph contains only legal
14 conclusions which do not require an admission or denial. To the extent paragraph 6 contains
15 factual allegations specific to PG&E, PG&E denies said allegations, and further denies that
16 Plaintiff is entitled to the relief sought.

17 7. Answering paragraph 7 of the complaint, PG&E denies the allegations contained
18 therein.

19 8. Answering paragraph 8 of the complaint, PG&E denies the allegations contained
20 therein.

21 9. Answering paragraph 9 of the complaint, PG&E denies the allegations contained
22 therein.

23 10. Answering paragraph 10 of the complaint, PG&E denies the allegations contained
24 therein.

25 11. Answering paragraph 11 of the complaint, this paragraph contains only legal
26 conclusions which do not require an admission or denial. To the extent paragraph 6 contains
27 factual allegations specific to PG&E, PG&E denies said allegations, and further denies that
28 Plaintiff is entitled to the relief sought.

PARTIES

12. Answering paragraph 12 of the complaint, PG&E lacks sufficient knowledge or information to admit or deny said allegations, and on that basis, denies the allegations contained therein.

13. Answering paragraph 13 of the complaint, PG&E lacks sufficient knowledge or information to admit or deny said allegations, and on that basis, denies the allegations contained therein.

14. Answering paragraph 14 of the complaint, PG&E is a public utility and subsidiary of PG&E Corporation. PG&E Corporation is located at One Market Street, Spear Tower, Suite 2400, San Francisco, California 94105. PG&E denies the remainder of paragraph 14.

15. Answering paragraph 15 of the complaint, PG&E lacks sufficient knowledge or information to admit or deny said allegations, and on that basis, denies the allegations contained therein.

16. Answering paragraph 16 of the complaint, PG&E lacks sufficient knowledge or information to admit or deny said allegations, and on that basis, denies the allegations contained therein.

17. Answering paragraph 17 of the complaint, PG&E lacks sufficient knowledge or information to admit or deny said allegations, and on that basis, denies the allegations contained therein.

JURISDICTIONAL ALLEGATIONS

18. Answering paragraph 18 of the complaint, PG&E admits that a claim arising under 33 U.S.C. § 1365 (a)(1) (Clean Water Act ("CWA")) raises a federal question under the scope of 28 U.S.C. § 1331 (federal question), but denies the remaining allegations.

19. Answering paragraph 18 of the complaint, PG&E admits that a claim arising under 42 U.S.C. § 6972 (a)(1) (Resource Conservation and Recovery Act ("RCRA")) raises a federal question under the scope of 28 U.S.C. § 1331 (federal question), but denies the remaining allegations.

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1 20. Answering paragraph 20 of the complaint, PG&E denies the allegations contained
2 therein.

3 21. Answering paragraph 21 of the complaint, PG&E admits PG&E's receipt of a
4 copy of the notice letter attached to the complaint. PG&E lacks sufficient knowledge or
5 information to admit or deny remaining allegations of paragraph 21, and on that basis, denies the
6 allegations contained therein.

7 22. Answering paragraph 22 of the complaint, PG&E lacks sufficient knowledge or
8 information to admit or deny said allegations, and on that basis, denies the allegations contained
9 therein.

10 23. Answering paragraph 23 of the complaint, PG&E admits PG&E's receipt of a
11 copy of the notice letter attached to the complaint. PG&E lacks sufficient knowledge or
12 information to admit or deny remaining allegations of paragraph 23, and on that basis, denies the
13 allegations contained therein.

14 24. Answering paragraph 24 of the complaint, PG&E admits the location of the real
15 property which is the subject matter of allegations in Plaintiff's complaint is within the Northern
16 District of California, but denies the remaining allegations.

17 25. Answering paragraph 25 of the complaint, PG&E admits the location of the real
18 property which is the subject matter of allegations in Plaintiff's complaint is within the Northern
19 District of California, but denies the remaining allegations.

20 GENERAL ALLEGATIONS

21 26. Answering paragraph 26, PG&E incorporates by reference its response to
22 paragraphs 1 through 25, inclusive, of this answer as if fully set forth herein. Further, PG&E
23 denies the allegations set forth within Exhibits A and B of the complaint.

24 27. Answering paragraph 27 of the complaint, PG&E denies the allegations contained
25 therein.

26 28. Answering paragraph 28 of the complaint, PG&E denies the allegations contained
27 therein.

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1 29. Answering paragraph 29 of the complaint, PG&E lacks sufficient knowledge or
2 information to admit or deny said allegations, and on that basis, denies the allegations contained
3 therein.

4 STATUTORY AND REGULATORY BACKGROUND

5 30. Answering paragraph 30 of the complaint, this paragraph contains legal
6 conclusions which do not require an admission or denial. To the extent this paragraph contains
7 factual allegations, PG&E denies said allegations.

8 31. Answering paragraph 31 of the complaint, PG&E lacks sufficient knowledge or
9 information to admit or deny said allegations, and on that basis, denies the allegations contained
10 therein.

11 32. Answering paragraph 32 of the complaint, this paragraph contains legal
12 conclusions which do not require an admission or denial. To the extent this paragraph contains
13 factual allegations, PG&E denies said allegations.

14 33. Answering paragraph 33 of the complaint, PG&E denies the allegations contained
15 therein.

16 34. Answering paragraph 34 of the complaint, PG&E denies the allegations contained
17 therein.

18 35. Answering paragraph 35 of the complaint, PG&E denies the allegations contained
19 therein.

20 36. Answering paragraph 36 of the complaint, this paragraph contains legal
21 conclusions which do not require an admission or denial. To the extent this paragraph contains
22 factual allegations, PG&E denies said allegations.

23 DEFENDANTS' VIOLATIONS

24 37. Answering paragraph 37 of the complaint, PG&E denies the allegations contained
25 therein.

26 38. Answering paragraph 38 of the complaint, PG&E denies the allegations contained
27 therein. Further, PG&E denies the allegations set forth within Exhibits A and B of the
28 complaint.

1 39. Answering paragraph 39 of the complaint, PG&E denies the allegations contained
2 therein.

3 40. Answering paragraph 40 of the complaint, PG&E denies the allegations contained
4 therein.

5 41. Answering paragraph 41 of the complaint, PG&E denies the allegations contained
6 therein. Further, PG&E denies the allegations set forth within Exhibits A and B of the
7 complaint.

8 CLAIMS FOR RELIEF

9 FIRST CLAIM FOR RELIEF - VIOLATION OF CWA

10 42. Answering paragraph 42, PG&E incorporates by reference its response to
11 paragraphs 1 through 41, inclusive, of this answer as if fully set forth herein. Further, PG&E
12 denies the allegations set forth within Exhibits A and B of the complaint.

13 43. Answering paragraph 43 of the complaint, PG&E denies the allegations contained
14 therein.

15 44. Answering paragraph 44 of the complaint, PG&E denies the allegations contained
16 therein.

17 45. Answering paragraph 45 of the complaint, PG&E denies the allegations contained
18 therein.

19 SECOND CLAIM FOR RELIEF - VIOLATION OF RCRA

20 46. Answering paragraph 46, PG&E incorporates by reference its response to
21 paragraphs 1 through 45, inclusive, of this answer as if fully set forth herein. Further, PG&E
22 denies the allegations set forth within Exhibits A and B of the complaint.

23 47. Answering paragraph 47 of the complaint, this paragraph contains legal
24 conclusions which do not require an admission or denial. To the extent this paragraph contains
25 factual allegations, PG&E denies said allegations.

26 48. Answering paragraph 48 of the complaint, PG&E denies the allegations contained
27 therein.

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1 49. Answering paragraph 49 of the complaint, PG&E denies the allegations contained
2 therein.

3 50. Answering paragraph 50 of the complaint, PG&E denies the allegations contained
4 therein.

5 THIRD CLAIM FOR RELIEF – VIOLATION OF RCRA

6 51. Answering paragraph 51, PG&E incorporates by reference its response to
7 paragraphs 1 through 50, inclusive, of this answer as if fully set forth herein. Further, PG&E
8 denies the allegations set forth within Exhibits A and B of the complaint.

9 52. Answering paragraph 52 of the complaint, this paragraph contains legal
10 conclusions which do not require an admission or denial. To the extent this paragraph contains
11 factual allegations, PG&E denies said allegations.

12 53. Answering paragraph 53 of the complaint, PG&E denies the allegations contained
13 therein.

14 54. Answering paragraph 54 of the complaint, PG&E denies the allegations contained
15 therein.

16 55. Answering paragraph 55 of the complaint, this paragraph contains legal
17 conclusions which do not require an admission or denial. To the extent this paragraph contains
18 factual allegations, PG&E denies said allegations.

19 56. Answering paragraph 56 of the complaint, PG&E denies the allegations contained
20 therein.

21 57. Answering paragraph 57 of the complaint, PG&E denies the allegations contained
22 therein.

23 58. Answering paragraph 58 of the complaint, PG&E denies the allegations contained
24 therein.

25 PRAYER FOR RELIEF

26 59. Answering paragraph 59 of the complaint, PG&E denies that Plaintiff is entitled
27 to any and all of the relief requested.

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1 60. Answering paragraph 60 of the complaint, PG&E denies that Plaintiff is entitled
2 to any and all of the relief requested.

3 61. Answering paragraph 61 of the complaint, PG&E denies that Plaintiff is entitled
4 to any and all of the relief requested.

5 62. Answering paragraph 62 of the complaint, PG&E denies that Plaintiff is entitled
6 to any and all of the relief requested.

7 63. Answering paragraph 63 of the complaint, PG&E denies that Plaintiff is entitled
8 to any and all of the relief requested.

9 64. Answering paragraph 64 of the complaint, PG&E denies that Plaintiff is entitled
10 to any and all of the relief requested.

11 65. Answering paragraph 65 of the complaint, PG&E denies that Plaintiff is entitled
12 to any and all of the relief requested.

13 66. Answering paragraph 66 of the complaint, PG&E denies that Plaintiff is entitled
14 to any and all of the relief requested.

15 67. Answering paragraph 67 of the complaint, PG&E denies that Plaintiff is entitled
16 to any and all of the relief requested.

17 68. Answering paragraph 68 of the complaint, PG&E denies that Plaintiff is entitled
18 to any and all of the relief requested.

19 FIRST AFFIRMATIVE DEFENSE

20 (Failure To State a Claim)

21 1. The complaint fails to state any claim against PG&E upon which relief
22 can be granted.

23 SECOND AFFIRMATIVE DEFENSE

24 (No Imminent and Substantial Endangerment)

25 2. The conditions at the subject property at issue do not present an imminent and
26 substantial endangerment to health or the environment pursuant to the provisions of the Resource
27 Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, et seq., implementing regulations, or
28 judicial interpretations thereof, thus the complaint fails to state a claim under 42 U.S.C. §

1 6972(a)(1)(B).

2 THIRD AFFIRMATIVE DEFENSE

3 (Full Performance under Permits, Standards, Regulations)

4 3. PG&E alleges that it has fully performed each and every obligation arising under
5 each of the permits, standards, regulations, conditions, requirements, prohibitions, or orders,
6 which arise under the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, et
7 seq., implementing regulations, or judicial interpretations thereof, thus the complaint fails to state
8 a claim under 42 U.S.C. § 6972(a)(1)(A).

9 FOURTH AFFIRMATIVE DEFENSE

10 (Discharge of Obligations)

11 4. PG&E alleges that at all times and places mentioned in Plaintiffs' complaint,
12 PG&E acted in good faith and discharged any and all obligations owed to Plaintiff, to the extent
13 such obligations existed.

14 FIFTH AFFIRMATIVE DEFENSE

15 (Past Violations)

16 5. Plaintiff's citizen suit claims are moot, because PG&E's alleged violations of law,
17 if any, are wholly past and nonrecurring.

18 SIXTH AFFIRMATIVE DEFENSE

19 (Diligent Prosecution)

20 6. Plaintiff's citizen suit claims are not ripe, insofar as the State of California is
21 diligently prosecuting enforcement of each of the alleged violations of law at issue.

22 SEVENTH AFFIRMATIVE DEFENSE

23 (Causation – Not Fairly Traceable)

24 7. The conditions described in Plaintiff's complaint are not "fairly traceable" to
25 PG&E's acts or omissions.

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1 EIGHTH AFFIRMATIVE DEFENSE

2 (De Minimis Discharges)

3 8. If PG&E is found to have discharged or released hazardous waste, which PG&E
4 denies, then any such alleged discharge or release was de minimis, and therefore is not the
5 proximate cause of any costs or damages alleged by Plaintiffs and no recovery is available from
6 PG&E.

7 NINTH AFFIRMATIVE DEFENSE

8 (Standing)

9 9. Plaintiff and its members have not suffered an injury-in-fact, and thus do not have
10 standing to pursue the claims set forth in Plaintiff's complaint.

11 TENTH AFFIRMATIVE DEFENSE

12 (Abstention)

13 10. The matters alleged in Plaintiff's complaint are subject to ongoing agency
14 enforcement, thus the Court should abstain from exercising primary jurisdiction over such
15 matters.

16 ELEVENTH AFFIRMATIVE DEFENSE

17 (Laches)

18 11. The complaint, and each and every purported claim against PG&E is barred by the
19 doctrine of laches because, *inter alia*, Plaintiff had notice of the acts and omissions alleged in the
20 complaint, inexcusably delayed notifying PG&E of the alleged injuries and unreasonably delayed
21 in bringing suit against PG&E to the detriment of PG&E.

22 TWELFTH AFFIRMATIVE DEFENSE

23 (Unclean Hands)

24 12. The complaint, and each and every purported claim against PG&E is barred by the
25 doctrine of unclean hands, by virtue, *inter alia*, of Plaintiff's acts or omissions. As a
26 consequence, Plaintiff lacks clean hands and is barred from obtaining recovery from PG&E.

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1 THIRTEENTH AFFIRMATIVE DEFENSE

2 (No Pathway of Exposure)

3 13. The conditions described in Plaintiff's complaint are not ripe, insofar as no
4 pathway of exposure threatens immediate or substantial endangerment to human health or the
5 environment.

6 FOURTEENTH AFFIRMATIVE DEFENSE

7 (Estoppel)

8 14. The complaint, and each purported claim against PG&E are each and together
9 barred by the doctrines of estoppel and equitable estoppel because of acts, conduct and omissions
10 of Plaintiff, including but not limited to Plaintiff's members, representatives, agents, licensees
11 and permittees.

12 FIFTEENTH AFFIRMATIVE DEFENSE

13 (Waiver)

14 15. The complaint, and each and every purported claim against PG&E are barred by
15 the doctrine of waiver as a result of acts, conduct and omissions attributable to Plaintiff,
16 including but not limited to Plaintiff's members, representatives, agents, licensees and
17 permittees.

18 SIXTEENTH AFFIRMATIVE DEFENSE

19 (Failure To Join Indispensable and/or Necessary Parties)

20 16. The complaint, and each and every purported claim against PG&E are barred by
21 the failure to join indispensable and/or parties necessary for just adjudication of the claims
22 asserted in this action, including owners, operators, generators and transporters who may have
23 released Hazardous Substances into the Sites or Facilities referenced in the complaint, which
24 caused the conditions of which Plaintiff complains. Consequently, the relief sought under CWA
25 and RCRA cannot be awarded here. As a result, it would be both unjust and contrary to the
26 public interest to impose upon PG&E liability for such relief.

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1 SEVENTEENTH AFFIRMATIVE DEFENSE

2 (Joint and Several Liability)

3 17. RCRA and CWA do not provide for the imposition of joint and several liability
4 under the facts as alleged in Plaintiffs' complaint.

5 EIGHTEENTH AFFIRMATIVE DEFENSE

6 (Acts of Third Parties)

7 18. Conditions referenced in Plaintiffs' complaint were caused and/or contributed to
8 by other parties not PG&E.

9 NINETEENTH AFFIRMATIVE DEFENSE

10 (Recovery Barred For Releases For Which Not Liable)

11 19. If PG&E is liable for any of the relief requested by Plaintiff, which PG&E denies,
12 then PG&E is not liable for any relief as to any condition which was not caused by releases for
13 which PG&E is responsible.

14 TWENTIETH AFFIRMATIVE DEFENSE

15 (Naturally Occurring Releases)

16 20. To the extent that some or all of the conditions referenced in Plaintiff's complaint
17 resulted from, or were caused by, naturally occurring releases of such substances, and not as a
18 result of alleged releases by or attributable to PG&E, Plaintiff is barred from seeking relief as to
19 such conditions from PG&E.

20 TWENTY-FIRST AFFIRMATIVE DEFENSE

21 (No Significant Nexus)

22 21. The conditions described in Plaintiff's complaint do not impact waters of the
23 United States, and to the extent groundwater is impacted by such conditions, such groundwater
24 has no significant nexus to any navigable waterway; thus Plaintiff's complaint fails to state a
25 claim under the Federal Water Pollution Control Act (Clean Water Act), 33 U.S.C. § 1251 et seq.

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1 TWENTY-SECOND AFFIRMATIVE DEFENSE

2 (Notice Not Sufficiently Specific)

3 22. Plaintiff's pre-filing notices of claims did not adequately specify alleged
4 violations of law, thus the Court is without jurisdiction to grant the relief sought.

5 TWENTY-THIRD AFFIRMATIVE DEFENSE

6 (Unavailability of Attorney Fees)

7 23. Plaintiff's request to recover its attorney fees is not authorized by law.

8 TWENTY-FOURTH AFFIRMATIVE DEFENSE

9 (Adequate Remedy at Law)

10 24. With respect to declaratory or equitable relief requested by Plaintiff, Plaintiff has
11 adequate remedies at law and is therefore not entitled to any such relief whatsoever.

12 TWENTY-FIFTH AFFIRMATIVE DEFENSE

13 (Equitable Indemnity)

14 25. The claims alleged in the complaint are barred by the doctrine of equitable
15 indemnity.

16 TWENTY-SIXTH AFFIRMATIVE DEFENSE

17 (Federal and State Statutes of Limitations)

18 26. PG&E has suffered prejudice because of Plaintiff's delay in bringing this action
19 and Plaintiff's claims are barred by the applicable federal and state statutes of limitations,
20 including but not limited to 28 U.S.C. § 2462 and California Code of Civil Procedure Section
21 338.

22 TWENTY-SEVENTH AFFIRMATIVE DEFENSE

23 (Failure To Mitigate)

24 27. Plaintiff is barred from imposing relief sought as against PG&E by its failure to
25 mitigate, minimize or avoid any of the alleged damages referred to in the complaint.

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1 TWENTY-EIGHTH AFFIRMATIVE DEFENSE

2 (Compliance With Law and Industry Standards)

3 28. PG&E asserts that at all times it has been in full compliance with all applicable
4 laws and industry standards and has acted in a careful, reasonable and prudent manner.

5 TWENTY-NINTH AFFIRMATIVE DEFENSE

6 (Common Law and Statutory Contribution)

7 29. In the event PG&E is found liable for any part of the relief sought by Plaintiff's
8 claim, the principles of contribution, whether statutory or common law, should be applied to
9 determine the relative degree of fault among PG&E and all other parties so that no individual
10 tortfeasor is called upon to bear more than its fair share of liability.

11 THIRTIETH AFFIRMATIVE DEFENSE

12 (In Pari Delicto)

13 30. If PG&E is liable for any part of the claims alleged by Plaintiff which PG&E
14 denies, such claims are, nevertheless, barred by the doctrine of *in pari delicto*.

15 THIRTY-FIRST AFFIRMATIVE DEFENSE

16 (Act of God, War or Third Party)

17 31. PG&E is not liable for damages resulting from the alleged release or threatened
18 release, to the extent such damages were caused solely by--

- 19 (1) an act of God;
20 (2) an act of war;
21 (3) or an act or omission of a third party other than an employee or agent of
22 defendant ... ; or
23 (4) Any combination of the foregoing paragraphs.

24 THIRTY-SECOND AFFIRMATIVE DEFENSE

25 (Dispersion or Removal of Hazardous Substances)

26 32. If there were any releases of hazardous substances from a Facility at the subject
27 property, which PG&E denies, the hazardous substances have long since been dispersed or
28 removed and do not warrant a response.

1 THIRTY-THIRD AFFIRMATIVE DEFENSE

2 (Lack of Causation)

3 33. The actions of PG&E did not cause any release or threatened release of a
4 hazardous substance.

5 THIRTY-FOURTH AFFIRMATIVE DEFENSE

6 (Res Judicata/Collateral Estoppel)

7 34. Plaintiff's claims are barred by res judicata and/or collateral estoppel.

8 THIRTY-FIFTH AFFIRMATIVE DEFENSE

9 (Supervening and/or Intervening Causes)

10 35. PG&E is informed and believes, and on that basis alleges, that the conditions
11 referenced in Plaintiff's complaint, if any, were legally and proximately caused by the acts or
12 omissions of others, who were not controlled by or related to PG&E. Such actions are the
13 supervening and/or intervening cause, and therefore, Plaintiff is not entitled, as a matter of law,
14 to recover requested relief from PG&E.

15 THIRTY-SIXTH AFFIRMATIVE DEFENSE

16 (No Active Participation or Intent)

17 36. PG&E alleges that it did not actively participate in entering or causing any
18 conditions referenced in Plaintiff's complaint, and that the acts or omissions of PG&E, if any
19 there were, were unintentional and non-negligent and, therefore, not actionable.

20 THIRTY-SEVENTH AFFIRMATIVE DEFENSE

21 (No Right to Impose Excessive Penalties)

22 37. PG&E alleges that Plaintiff's complaint, to the extent that it seeks excessive civil
23 penalties against this answering defendant, violates defendant's right to protection from
24 "excessive fines" as provided in the Eighth Amendment of the United States Constitution and
25 Article I, Section 17 of the Constitution of the State of California, and violates defendant's right
26 to substantive due process as provided in the Fifth and Fourteenth Amendments of the United
27 States Constitution and Constitution of the State of California, and therefore fails to state a cause
28 of action upon which such penalties can be awarded.

1 THIRTY-EIGHTH AFFIRMATIVE DEFENSE

2 (All Other Affirmative Defenses)

3 38. PG&E alleges all other affirmative defenses that may potentially become available
4 as a result of information developed through discovery or trial.

5 WHEREFORE, this answering defendant prays that Plaintiff take nothing by reason of
6 said complaint, that this answering defendant be dismissed with prejudice with costs of suit
7 herein and awarded such other and further relief as this Court deems just, including attorneys'
8 fees, and that if this answering defendant is found liable, that the degree of the responsibility and
9 liability be determined and that this answering defendant be held responsible in proportion to its
10 liability for the same.

11 DEMAND FOR JURY TRIAL

12 PG&E hereby demands a trial by jury of the above-captioned matter.

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14 DATED: April 7, 2008

SEDGWICK, DETERT, MORAN & ARNOLD LLP

15
16
17 By: 

18 Scott D. Mroz
19 Matthew G. Dudley
20 Attorneys for Defendant
21 Defendant PACIFIC GAS AND ELECTRIC COMPANY
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